

CA

Registration of .CA domain names and related services are provided by eNom Canada Corporation and eNom Canada's designated contractors, agents, and assignees (collectively referred to in this Section J as "eNom Canada"), pursuant to the following terms. By submitting a request to register a .CA domain name or otherwise using any of the services provided by eNom Canada you acknowledge and signify that you have read, understood, and agreed to be bound by the terms of this Section J. The terms of this Section J include, see below, that you agree to the terms of the Canadian Internet Registration Authority's ("CIRA's") Registrant Agreement and Canadian Presence Requirements, both of which may presently be found at http://www.cira.ca/en/cat_Registration.html. By submitting a request to register a .CA domain name or otherwise using any of the services provided by eNom Canada you acknowledge and signify that you have read, understood, and agreed to be bound by the terms of CIRA's Registrant Agreement and Canadian Presence Requirements.

1. CERTAIN DEFINITIONS.

eNom Canada is an independent company providing .CA domain name registration services and such other services regarding .CA domain names as eNom Canada may provide from time to time (for the purposes of this Section J, the ".CA Services"). The term "CIRA" refers to the Canadian Internet Registration Authority, which is responsible for the operation and control of the .CA Internet domain name registry.

2. USE RESTRICTION.

You will not provide eNom Canada with false information and you must get all the necessary consents for the information provided to eNom Canada. By submitting a query to the .CA Internet domain name registry database or using the search functions regarding the .CA Internet domain name registry, you agree that you will use data obtained from the .CA Internet domain name registry only for lawful purposes and that, under no circumstances will you use data obtained from the .CA Internet domain name registry to allow, enable, or otherwise support the transmission of mass unsolicited, advertising, solicitations or viruses via e-mail. If you provide inaccurate information (including but not limited to phone number, e-mail address or postal address), eNom Canada retains the right to deactivate and/or deregister your domain name(s).

3. REVISIONS.

You expressly acknowledge and agree that eNom Canada may update, amend or revise this Section J and impose further terms and conditions from time to time. You agree to review this Agreement and any other applicable rules or policies from time to time, to be aware of any such revisions or modifications. The revised terms and conditions will be effective as of the date of their posting on the web site on which you are viewing these terms. You expressly acknowledge and agree that eNom Canada may introduce or impose further terms and conditions in respect of any service including .CA domain name services eNom Canada may provide, at any time, in eNom Canada's sole discretion. You expressly acknowledge and agree that eNom Canada may, without limiting the generality of the foregoing:

- I. charge you fees, including renewal fees for the registration of your domain name whether the domain name was registered before or after the introduction of this Section J;
- II. modify the fees and charge you any fees required of eNom Canada by CIRA, including late fees;
- III. introduce new, modified, and/or additional terms and conditions relating to the .CA Services;
- IV. modify the types of information which eNom Canada collects from you;
 - i. introduce a dispute resolution policy; and/or

- ii. change part of the .CA Services provided under this Agreement at any time.

You expressly acknowledge and agree that if you do not agree to any such revision or modification, you may terminate this Agreement after which you will not be entitled to use the .CA Services. By continuing to use the .CA Services after any revision to this Agreement you agree to abide by and be bound by any such revisions or changes. For all domain names registered prior to the introduction of this Agreement, your continued use of your domain name will evidence your agreement to: (i) this Agreement, (ii) eNom Canada's right to amend this Agreement and to introduce further terms and conditions, including the imposition of renewal or other registration fees, and (iii) be bound by such amendments or further terms and conditions.

4. REGISTRATION OF DOMAIN NAME.

Your application for or use of the .CA Services or access to or use of your domain name will evidence your agreement to be bound by this Agreement and any other applicable rules or policies that are or may be published by eNom Canada or by CIRA. Your eligibility for a domain name will depend on your fulfillment of the required criteria established by the CIRA, including that you agree to CIRA's Registrant Agreement and CIRA's Canadian Presence Requirements, both of which are currently found at http://www.cira.ca/en/cat_Registration.html. Registration of your domain name is conditioned on CIRA's acceptance of your domain name registration application. The performance of any services by eNom Canada in connection with your application will occur at eNom Canada's main office in Kelowna, British Columbia.

i. Agents: When you submit your application for a domain name through eNom Canada or through any other third party who requests, applies for, purchases or otherwise acquires the .CA Services on your behalf through eNom Canada, you will nonetheless be bound as a principal by all terms and conditions herein. When you use your account or permit someone else to use your account to request, apply for, purchase or otherwise acquire access to the .CA Services or to modify or cancel the .CA Services, this Agreement covers any such .CA Services or actions.

ii. Information Required: You agree to:

- A. provide to eNom Canada certain current, complete and accurate information about you as required by the application process; and
- B. maintain and update this information as needed to keep it current, complete and accurate.

iii. Third Parties: You represent and warrant that you have provided notice to, and obtained consent from, any third parties whose personal data or information you supply. You further agree to provide such notice and obtain such consent with regard to any third party personal data or information you supply in the future. eNom Canada shall not be responsible for any consequences resulting from your failure to provide notice or receive consent from such individuals nor for your providing outdated, incomplete or inaccurate information.

iv. Disclosure: In order to comply with any current or future rules and policies for domain name systems including any rules or policies established by the CIRA or any provincial or federal government or by other organization having control or authority to establish rules or policies, you hereby grant to eNom Canada the right to disclose to third parties through an interactive publicly accessible registration database the following information which you are required to provide when applying for a domain name:

- C. the domain or sub-domain name(s) registered by you;
- D. your organization name, type and postal address;
- E. the name(s), position(s), postal address(es), e-mail address(es), voice telephone number(s) and where available the fax number(s) of the technical and

administrative contacts for your domain or sub-domain name(s);

F. the full hostnames and Internet protocol (IP) addresses of at least two nameserver hosts (one primary and at least one secondary) for your domain or subdomain. Up to six nameservers may be specified. If a host has more than one IP address, use a comma-separated list;

G. the corresponding names of those nameservers;

H. the original creation date of the registration; and

I. the expiration date of the registration.

eNom Canada may be required to make this information available in bulk form to third parties.

eNom Canada may also transfer or assign this information to CIRA or such other third party as

eNom Canada may decide, in eNom Canada's sole discretion.

v. Termination:

You agree that eNom Canada may terminate your use of the .CA Services:

A. if you breach or fail to abide by any provision of this Agreement and/or any of the CIRA operating rules, policies, or dispute resolution policy;

B. if the information that you are obligated to provide, or that you subsequently modify, or that you are required to update contains false or misleading information, or conceals or omits any information material to the decision to register your domain name or the continued provision of the .CA Services, or is not provided by you;

C. if you use the .CA Services for any improper purpose, as determined by eNom Canada in eNom Canada's sole discretion; or

D. for any reason, if eNom Canada provides you with 30 days notice of termination.

Furthermore, you agree that eNom Canada may suspend, cancel or transfer your access to the .CA Services in order to correct mistakes made by eNom Canada or a registry in registering your chosen domain name, or to resolve a dispute in accordance with a dispute resolution policy. eNom Canada will not refund any fees paid by you if eNom Canada terminates your use of or access to the .CA Services.

i. Domain Name Disputes.

You agree that, if your use of the .CA Services or the registration of your domain name is challenged by a third party, you will be subject to the provisions specified by CIRA in the CIRA dispute resolution policy in effect at the time of the dispute. You agree that in the event a domain name dispute arises with any third party, you will indemnify and hold eNom Canada harmless pursuant to the terms and conditions set forth below in this Agreement.

ii. Modifications to Domain Name Application(s).

You agree that in some instances eNom Canada may, but shall not be required to, make minor (non-substantive) modifications to your domain name application(s) to ensure that it/they may be registered. You authorize eNom Canada to make minor modifications to the information you provide or to make interventions that may be necessary in order to effectively process your domain name request.

iii. Transfers:

You agree that if you would like to transfer a domain name registration to eNom Canada, eNom Canada will provide you with and charge you for one additional year of

registration. When you transfer a domain name to eNom Canada you represent and warrant that you have the legal authority to initiate the transfer of the domain name registration(s) and that the information you provide as part of your domain name transfer is accurate.

1. LIMITATION ON WARRANTIES AND CONDITIONS.

ENOM CANADA MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR THAT THE .CA SERVICES WILL BE AVAILABLE AT ALL TIMES DURING THE TERM OF THIS AGREEMENT OR WITH RESPECT TO FUNCTIONALITY, FREEDOM FROM BUGS OR VIRUSES, COMPATIBILITY OR OPERABILITY OF A REGISTRY OR THE SERVICES ACCESSED BY YOU OR WITH RESPECT TO THE SECURITY OF A REGISTRY OR REGISTRATION SERVICES, INCLUDING WITHOUT LIMITATION, THOSE SERVICES PROVIDED BY THIRD PARTY SOFTWARE, HARDWARE, INTERNET AND/OR TELECOMMUNICATIONS OR OTHER SERVICE PROVIDERS OR OTHERWISE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

2. USE OF DOMAIN NAMES.

YOU AGREE THAT ENOM CANADA SHALL NOT BE RESPONSIBLE FOR THE USE OF OR RIGHT TO USE ANY DOMAIN NAME REGISTERED IN A REGISTRY AND THAT ENOM CANADA SHALL NOT BE RESPONSIBLE IN ANY WAY WHATSOEVER FOR ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM AGAINST YOU INCLUDING ONE RELATING TO A REGISTERED OR UNREGISTERED TRADE-MARK, A CORPORATE, BUSINESS OR OTHER TRADE NAME, RIGHTS RELATING TO A NAME OR OTHER IDENTIFIER OF AN INDIVIDUAL OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, OR RELATING TO DEFAMATION OF OR UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY OTHER PERSON. YOU ACKNOWLEDGE AND AGREE THAT THE REGISTRATION OF A DOMAIN NAME DOES NOT CREATE ANY PROPRIETARY RIGHT FOR YOU OR ANY OTHER PERSON IN ANY NAME USED AS A DOMAIN NAME OR IN ANY DOMAIN NAME REGISTRATION, AND THE ENTRY OF A DOMAIN NAME IN A REGISTRY IN THE WHOIS SHALL NOT BE CONSTRUED AS EVIDENCE OF OWNERSHIP OF THE DOMAIN NAME REGISTERED AS A DOMAIN NAME. YOU SHALL NOT IN ANY WAY TRANSFER OR PURPORT TO TRANSFER A PROPRIETARY RIGHT IN ANY DOMAIN NAME REGISTRATION OR GRANT OR PURPORT TO GRANT AS SECURITY OR IN ANY OTHER MANNER ENCUMBER OR PURPORT TO ENCUMBER ANY DOMAIN NAME REGISTRATION.

3. LIMITATION OF LIABILITY.

ENOM CANADA'S AGGREGATE LIABILITY TO YOU INCLUDING FOR ALL BREACHES BY ENOM CANADA OF THIS AGREEMENT, SHALL BE LIMITED TO THE AMOUNT OF ANY FEES PAID BY YOU TO ENOM CANADA UNDER THIS AGREEMENT.

1. ADDITIONAL LIMITATIONS OF LIABILITY.

i. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT LIABILITY (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL ENOM CANADA OR ENOM CANADA'S DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR

CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR ANY DAMAGES RESULTING FROM LOSS OF USE, LOST BUSINESS REVENUE, LOST PROFITS OR THIRD PARTY DAMAGES.

ii. IN NO EVENT SHALL YOU PURSUE ANY CLAIM AGAINST ENOM CANADA OR CIRA AND IN NO EVENT SHALL ENOM CANADA OR CIRA BE LIABLE FOR ANY LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR FOR ECONOMIC LOSS OR DAMAGES RESULTING FROM LOSS OF USE, LOST PROFITS, LOST BUSINESS REVENUE OR THIRD PARTY DAMAGES) ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED WITH:

- A. ANY REGISTRY ACCESS DELAY OR ACCESS INTERRUPTION;
- B. ANY DATA NON-DELIVERY OR DATA MISDELIVERY;
- C. ANY UNAUTHORIZED USE OR MISUSE OF YOUR ACCOUNT;
- D. ANY ERROR, OMISSION OR MISSTATEMENT IN ANY INFORMATION OR SERVICE PROVIDED UNDER THIS AGREEMENT;
- E. THE DELETION OF OR FAILURE TO STORE EMAIL MESSAGES;
- F. A COMPUTER BUG OR VIRUS OR OTHER SYSTEM MALFUNCTION;
- G. ENOM CANADA'S FAILURE OR REFUSAL TO PROVIDE SERVICES, INCLUDING ENOM CANADA'S FAILURE OR REFUSAL TO REGISTER, RENEW OR TRANSFER A DOMAIN NAME REGISTRATION, ENOM CANADA'S REGISTRATION OF A DOMAIN NAME, ENOM CANADA'S TRANSFER OF A DOMAIN NAME REGISTRATION, ENOM CANADA'S FAILURE OR REFUSAL TO MAINTAIN OR MODIFY A DOMAIN NAME REGISTRATION, ENOM CANADA'S CANCELLATION OF A DOMAIN NAME REGISTRATION FROM A REGISTRY, OR ENOM CANADA'S FAILURE OR REFUSAL TO PROVIDE THE OTHER SERVICES;
- H. ANY INTERRUPTION OR DELAY IN THE PROVISION OF THE OTHER SERVICES;
- I. THE PROCESSING OF ANY APPLICATION FOR THE REGISTRATION OF A DOMAIN NAME OR ANY OTHER APPLICATION OR REQUEST, OR PROCESSING OF ANY AUTHORIZED OR UNAUTHORIZED CHANGES TO YOUR INFORMATION;
- J. ANY BREACH BY CIRA OF THEIR OBLIGATIONS TO YOU UNDER THEIR REGISTRANT AGREEMENT WITH YOU OR BY CIRA UNDER ITS REGISTRAR AGREEMENT WITH ENOM CANADA OR ANY OTHER ACTION OR OMISSION OF CIRA;
- K. THE APPLICATION OF THE CIRA DISPUTE RESOLUTION POLICY OR COMPLIANCE WITH ANY ORDER, RULING, DECISION OR JUDGMENT MADE THEREUNDER OR BY ANY COURT, TRIBUNAL, BOARD, ADMINISTRATIVE BODY, COMMISSION OR ARBITRATOR AND ANY ACTIONS TAKEN IN CONSEQUENCE THEREOF;
- L. THE USE OF ANY DOMAIN NAME IN A REGISTRY AND ANY CONFLICT OR DISPUTE WITH OR ANY CLAIM AGAINST YOU, INCLUDING ONE RELATING TO:
 - a. REGISTERED OR UNREGISTERED TRADE-MARKS;
 - b. BUSINESS NAMES, PARTNERSHIP NAMES, CORPORATE

NAMES AND OTHER TRADE NAMES;

c. NAMES OR IDENTIFIERS OF INDIVIDUALS OR GROUPS OR INDIVIDUALS;

d. ANY OTHER INTELLECTUAL PROPERTY RIGHTS;

e. DEFAMATION OF ANY PERSON; OR

f. UNLAWFUL DISCRIMINATION WITH RESPECT TO ANY PERSON.

4. INDEMNITY.

You agree to indemnify and save eNom Canada and eNom Canada's directors, officers, employees, contractors, agents and representatives harmless from and against any and all damages, liabilities, obligations, losses, claims, demands, actions, causes of action, lawsuits, penalties, costs and expenses (including, without limitation, reasonable legal and other related costs) arising out of or in any way connected with:

- i. any breach of or non-fulfilment of any covenant or agreement by you under this Agreement or CIRA's Registrant Agreement;
- ii. your breach of any representation or warranty contained in this Agreement or CIRA's Registrant Agreement;
- iii. the .CA Services or any other services provided to you hereunder or the use by you of such services, including without limitation your violation of any intellectual property or other right of any person and any defamation of or unlawful discrimination against any person;
- iv. your violation of any of the operating rules or policies relating to the .CA Services, or
- v. your actions or omissions.

When eNom Canada is threatened with suit or is actually sued by a third party, eNom Canada may seek written assurances from you concerning your promise to indemnify eNom Canada.

5. NO GUARANTEE.

You acknowledge and agree that registration of your chosen domain name does not ensure immunity from objection or challenge to either the registration or use of your domain name. You further acknowledge and agree that the terms and conditions of this Agreement are subject to change at any time due to any rules, requirements, policies, guidelines or regulations adopted, developed or imposed by CIRA or by law. Registration of your chosen domain name does not ensure that the terms of this Agreement will not change.

6. YOUR REPRESENTATIONS AND WARRANTIES.

You agree, represent and warrant that:

- i. the information that you or your agent on your behalf provide during the application process to register or renew your domain name or to request or apply for the .CA Services is, to the best of your knowledge and belief, accurate and complete, and that any future changes to this information will be provided in a timely manner according to the modification procedures in place at that time;
- ii. to the best of your knowledge and belief neither the registration of your domain name nor the manner in which you intend to use such domain name will directly or indirectly infringe the legal rights of a third party;
- iii. you have all requisite power and authority to execute this Agreement and to perform your obligations hereunder;
- iv. you have the legal capacity to enter into this Agreement; and

v. your use of the .CA Services is solely at your own risk, and that all of the .CA Services are provided on an "as is," and "as available" basis.

7. RIGHT OF REFUSAL.

eNom Canada, in its sole discretion, reserve the right to refuse to provide you with the .CA Services. You agree that eNom Canada will not be liable to you for loss or damages that may result from the refusal to provide you with .CA Services.

1. CIRA TERMS.

You agree that:

- i. CIRA may, at its option, extend any period for the registration of a .CA domain name at no charge to you or eNom Canada for such further period of time as CIRA may determine, in its sole discretion;
- ii. neither eNom Canada nor CIRA shall be liable to you for any loss, damage or expense arising out of CIRA's failure or refusal to register a .CA domain name, CIRA's failure or refusal to renew a .CA domain name registration, CIRA's registration of a .CA domain name, CIRA's failure or refusal to renew a .CA domain name registration, CIRA's renewal of a .CA domain name registration, CIRA's failure or refusal to transfer a .CA domain name registration, CIRA's transfer of a .CA domain name registration, CIRA's failure or refusal to maintain or modify a .CA domain name registration, CIRA's maintenance of a .CA domain name registration, CIRA's modification of a .CA domain name registration, CIRA's failure to cancel a .CA domain name registration or CIRA's cancellation of a .CA domain name registration from the CIRA registry;
- iii. in no event shall you pursue any claim against CIRA, and in no event shall CIRA be liable for any direct, indirect, special, punitive, exemplary or consequential damages including but not limited to damages resulting from loss of use, lost profits, lost business revenue or third party damages or arising from any breach by eNom Canada of any obligations under this Agreement or the Registrar Agreement between eNom Canada and CIRA;
- iv. registration of your selected .CA domain name in your first application to CIRA shall not be effective until you have entered into and agreed to be bound by CIRA's Registrant Agreement, including the Canadian Presence Requirements. CIRA's form of Registrant Agreement and the Canadian Presence Requirements are set forth at CIRA's web site (currently http://www.cira.ca/en/cat_Registration.html);
- v. in the event that eNom Canada is no longer a CIRA certified registrar, has its certification as a CIRA certified registrar suspended or terminated, or in the event the Registrar Agreement between eNom Canada and CIRA is terminated or expires, you shall be responsible for changing your registrar of record to a new CIRA certified registrar within 30 days of the earlier of notice thereof being given to you by: (i) eNom Canada, or (ii) CIRA in accordance with CIRA's then current Registration Rules; provided, however, that if any of your .CA domain name registration(s) is/are scheduled to expire within 30 days of the giving of such notice, then you shall have 30 days from the anniversary date of the registration(s), to register with a new CIRA certified registrar and to renew such .CA domain name registration(s) in accordance with the Registration Rules;
- vi. you acknowledge and agree that, should there be insufficient funds prepaid by eNom Canada in the CIRA Deposit Account to be applied in payment of any fees, CIRA may in its sole discretion stop accepting applications for .CA domain name registrations from eNom Canada, stop effecting registrations of .CA domain names and transfers, renewals, modifications and cancellations of .CA domain name registrations requested by eNom Canada and stop performing other billable transactions requested by eNom Canada not paid in full and CIRA may terminate the Registrar Agreement between CIRA and eNom

Canada;

vii. you shall not, directly or indirectly, through registration or use of your .CA domain name or otherwise:

A. violate or contribute to the violation of the intellectual property rights or other rights of any other person;

B. violate or contribute to the violation of the intellectual property rights or other rights of any other person;

C. unlawfully discriminate or contribute to the unlawful discrimination of any other person;

viii. you agree that CIRA shall not be responsible for the use of any .CA domain name in the CIRA registry and that CIRA shall not be responsible in any way whatsoever for any conflict or dispute with or any actual or threatened claim against a registrar or a registrant, including one relating to a registered or unregistered trade-mark, a corporate, business or other trade-name, rights relating to a name or other identifying indicia of an individual or any other intellectual property rights of a third party or relating to the defamation of or unlawful discrimination with respect to any other person;

ix. CIRA shall have the right, at any time and from time to time, acting reasonably, to amend the Registrar Agreement between eNom Canada and CIRA, including without limitation, the certification and re-certification requirements, the Registration Rules, the fees and the other Rules and Procedures and to adopt new Rules and Procedures not yet in effect. Any such amendment will be binding and effective on eNom Canada 30 days after CIRA gives notice of such amendment by e-mail to eNom Canada. You agree with eNom Canada to promptly amend this Agreement to reflect any amendments to Section 4.2 of the Registrar Agreement between eNom Canada and CIRA (relating to registrant terms required by CIRA);

x. you acknowledge and agree that registration of a .CA domain name does not create any proprietary right for you or any other registrant, eNom Canada or any other registrar or any other person in the name used as a .CA domain name or the .CA domain name registration and that the entry of a .CA domain name in the CIRA registry or in the WHOIS look up system of the CIRA registry shall not be construed as evidence or ownership of the .CA domain name registered as a .CA domain name. You shall not in any way transfer or purport to transfer a proprietary right in any .CA domain name registration, or grant or purport to grant as security or in any other manner encumber or purport to encumber a .CA domain name registration; and

xi. eNom Canada agrees to immediately give you notice in the event eNom Canada is no longer a CIRA certified registrar, has its certification as a CIRA certified registrar suspended or terminated or the Registrar Agreement between eNom Canada and CIRA is terminated or expires. CIRA may post notice of such suspension, termination or expiry on its web site and may, if CIRA deems appropriate, give notice to you thereof.

2. ASSIGNMENT.

Your rights under this Agreement are not assignable. eNom Canada may assign its rights and responsibilities under this Agreement and may assign, to any third party, including to CIRA or another CIRA authorized Registrar, on ten (10) days notice to you or as posted on an eNom Canada or eNom web site, the following: (i) your domain name registration, (ii) all related information and data which you provided, and (iii) the provision of .CA Services.

3. SEVERABILITY.

You agree that the terms of this Agreement are severable. If any term or provision of this Agreement is declared invalid or unenforceable, that term or provision will be construed

consistent with applicable law as nearly as possible to reflect the original intentions of the parties, and the remaining terms and provisions of this Agreement will remain in full force and effect.

4. JURISDICTION.

This Agreement, and the application or interpretation hereof will be governed by and construed in accordance with the laws of the Province of British Columbia, Canada and the parties irrevocably submit to the personal and subject matter jurisdiction of the Courts of the Province of British Columbia. Any acceptance of your application for .CA Services takes place at eNom Canada's offices in Kelowna, British Columbia, Canada.